

FlexPro End User License Agreement

1. Scope

The following provisions apply to any end user license agreement ("Agreement") entered into with users (hereinafter referred to as "Licensee") headquartered outside of Germany, Austria and Switzerland.

2. Subject of the Agreement

The subject of this Agreement is the computer software FlexPro developed by the company Weisang GmbH (hereinafter referred to as "Weisang"), the software description and user manual as well as all other related written material, collectively referred to hereinafter as "Software". Weisang makes this Software available to the Licensee as per the material scope of use and time period agreed upon with Weisang.

As agreed, the Licensee will receive the Software either recorded to a data carrier or USB stick or as a download via download link or as an e-mail attachment. The Licensee is not entitled to claim a disclosure of the source code.

Weisang draws attention to the fact that despite applying state-of-the-art programming technology, it is not possible to write Software that will work correctly under all circumstances. The subject of this Agreement is only a Software which can be used as intended based on its description and as specified in the user manual.

This Software has not been designed for a use in hazardous environments. Consequently, it is not suited for security or safety related applications in nuclear facilities, in aircraft GPS and communications systems, for air traffic control, weapons systems, or life-support machines.

3. Scope of use

The right of use (hereinafter referred to as "License") for the Software is limited as follows:

a) 30-day evaluation license

Weisang grants the Licensee the ordinary, non-exclusive and personal right to use the Software on a single computer at a single location for a period of 30 days from the date of its first use. This use shall be limited to evaluation purposes. In particular, the Licensee shall not publish or otherwise use the evaluation and Visual Basic programs created using this FlexPro license prior to acquiring a single or network license for FlexPro.

b) Reader license

Weisang grants the Licensee the ordinary, non-exclusive and personal right to install and use the Software on a single desktop PC and a portable computer (notebook). This use is restricted to read-only access to analyses, which have been created using a FlexPro single user license or a network license. In particular, the Licensee may not use this FlexPro license to create analyses or as a runtime environment for automated analyses.

c) Single user license

Weisang grants the Licensee the ordinary, non-exclusive and personal right to use the Software on a single desktop PC at a single location. The Licensee may also install the Software to a portable

computer (notebook), provided that the Licensee is the only user of this portable computer and that the Software will always only be used on a single computer.

d) Single user license with dongle

Weisang grants the Licensee the ordinary, non-exclusive and personal right to install the Software on any number of computers, provided that the Licensee is the only user of the Software on these computers and that the Software will always only be used on a single computer.

e) Network license

Weisang grants the Licensee the right to install the Software to any number of workstation computers located in the same local area network (LAN) on which the FlexPro network license is installed. The distance between the users of these workstation computers and the associated server on which the network license is installed must not exceed eight kilometers. The number of concurrent FlexPro users must never exceed the number of workstations for which a network license is granted.

f) Runtime license

Weisang grants the Licensee the ordinary, non-exclusive and personal right to use the Software on a single computer as the runtime environment for automated analyses, which have been created using a FlexPro single user or network license. Any interactive use of the runtime license is prohibited. Any operation of the runtime license for server applications shall be subject to Weisang's written approval. To this end, Weisang will charge additional license fees, the amount of which will depend on the number of individuals using the server.

Any further use is prohibited. Depending on the granted license, the following additional limitations apply:

a) University license

Use at schools and universities shall be made for teaching and non-commercial research purposes only. Thus, use in projects financed by the industry or other principals is prohibited.

b) Student license

Use is only permitted for registered pupils and students and restricted exclusively to activities related to personal continued education. Consequently, any use in research and professional environments for commercial or industrial purposes is prohibited.

c) License for non-profit organizations

This license may be used by members of non-profit organizations. Any use for commercial or industrial purposes is prohibited.

d) Subscription

The right to use the Software is limited to one year and includes maintenance carried out during this period. Maintenance includes the following services provided by Weisang:

- Free e-mail or telephone product support
- Migration of a license to another computer
- Free update to the next release number, provided that maintenance for the license is continuously maintained. If the maintenance services for an existing license are acquired at a

later date, any update to the next major release number shall only be possible after a period of one year.

Weisang will submit to licensee an offer to extend the subscription by another period of one year 60 days before the subscription expires. If this offer is accepted and the related invoice paid, this Agreement shall be extended by another year starting when the previous subscription expires.

4. Copyrights, use and processing rights

(1) The Software provided by Weisang is copyright protected. This Software is a computer program capable of being protected by copyright as specified under Art. 2, Sect. 1, No. 1, Para. 69 a of the UrhG [*German copyright law*]. In the relationship between the parties, Weisang is sole owner of any copyright to the Software and to any documentation provided during the negotiations leading to the conclusion and execution of this Agreement.

(2) The Licensee is granted an ordinary, non-exclusive right, which is unrestricted as to time and place (hereinafter referred to as "License"), to use the Software as specified in this Agreement and in the associated documentation. Contractual use means that the Licensee shall be authorized to install the Software in accordance with Subsection 2 of this Agreement and to save it to the RAM and hard disks of the hardware used.

(3) Reproduction of the Software shall be permitted insofar as this is necessary for backup purposes (backup copy) only. This backup copy shall be identified as such and (if technically feasible) shall bear the copyright notice of the original data carrier. The Software and the written materials must not be combined with any other software, and shall not be copied or duplicated, in full or in part, or in their original or modified form.

(4) It is prohibited to modify or deface the copyright notices, further legal reservations or other characteristics serving to identify the programming contained in the Software.

(5) The rights of use will only be granted definitively to the Licensee once the agreed fees have been paid in full. Until payment has been received in full, the Licensee shall be authorized to use the Software until notice to the contrary.

5. Special restrictions

The Licensee shall not modify, translate or create works derived from the Software without prior written approval of Weisang. The Licensee shall not reverse engineer, decompile, or disassemble the Software, or in any way attempt to make its source code accessible. Any claim to disclosure of the source code is excluded.

6. Transfer of the right of use

The right to use the Software may only be transferred to third parties upon prior written approval from Weisang and only under the terms of this Agreement. Lending or leasing of the Software is explicitly prohibited.

7. Duration

The term of this Agreement depends on the scope of use agreed to between the parties (Subsection 2 of this Agreement). The Licensee's right to use the Software shall expire in the event that the Licensee substantially violates any of the provisions herein and fails to end this breach of contract even after receipt of a notice by Weisang granting a period to end such breach. In such a case the

Licensee will no longer be authorized to continue using the Software and shall be obliged to uninstall and definitively delete the Software. Upon termination of this right of use, the Licensee shall destroy all original data carriers and any copies of the Software including any modified versions and related written materials; and upon Weisang's request, the Licensee shall declare its complete destruction by way of an affidavit.

8. Indemnity in case of a breach of this Agreement

Weisang draws attention to the Licensee that Licensee shall be liable for any damage resulting from copyright infringement, which affects Weisang as a result of the Licensee's breach of the contractual terms.

9. Infringement of property rights of third parties

(1) In the event that third parties raise claims against the Licensee due to an infringement of their property rights through the Software, and if the use of the Software is adversely affected or prohibited by such claim, Weisang will be liable as follows:

At the Licensee's election and costs, Weisang will either modify or replace the Software so that the property right will no longer be infringed or hold the Licensee harmless against license fees requested by the owner of the property right or a third party.

If Weisang does not succeed in doing this under reasonable conditions, Weisang will notify the Licensee and prohibit the use of the Software in whole or in part (in the case of a module) from a specified time going forward. Weisang will then indemnify the Licensee by refunding the purchase price for the license concerned and/or the license for the affected module. Rights to further indemnities do not exist.

Weisang may only be held liable if the Licensee notifies Weisang promptly on of any claim raised by a third party, if Weisang does not acknowledge the alleged property right violation and transfers any form of dispute including out-of-court settlements to Weisang or only leads them after consultation with Weisang. Licensee's necessary court costs and reasonable attorneys' fees for the defense of such claim and incurred after such consultation with Weisang shall be borne by Weisang.

(2) In the event that Licensee discontinues using the Software in order to mitigate possible damages or for another good cause, the Licensee shall be obliged to notify such third party that this end of usage does not imply acknowledgement of the alleged infringement of property rights.

(3) Claims against Weisang shall be excluded to the extent that the Licensee is responsible for such infringement of property rights.

10. Modifications and updates

Weisang is entitled to develop Software updates at its own discretion. Weisang is not obligated to make updates of this Software available to Licensees who have not entered into a maintenance agreement or have not acquired an update.

11. Warranty

(1) Weisang provides to the Licensee the Software free of material defects and defects of title. Functional impairments resulting from the hardware and Software environment provided by the Licensee or from incorrect operation, external damaging data, and faults in computer networks or other reasons related to Licensee's inherent risks shall not be deemed a defect. Weisang may not be

held liable for Software which has been modified by the Licensee unless the Licensee proves that such modification is not related to the notified defect.

(2) In the event of defects, the Licensee shall have the legal warranty rights as provided for hereinafter.

In the event of material defects, Weisang, at its discretion, shall fulfill the warranty obligation either through remedy or replacement. Subsequent fulfillment may also be carried out particularly through the provision of a new program version. In case that subsequent fulfillment fails, the Licensee shall be entitled to withdraw from the Agreement.

12. Liability

(1) Weisang shall only be liable for damages, in particular consequential damages and lost profit, to the extent that Weisang is liable under the terms of the law applicable to the Licensee.

13. Place of jurisdiction

Place of jurisdiction for every dispute, irrespective of its legal grounds, and arising in connection with this Agreement, shall be St. Ingbert, Germany, to the extent that licensee is a dealer, a legal person of public law or special fund under public law or equivalent to that or when its place of business or subsidiary is located abroad. **Should there be discrepancies between the interpretation of the German and English versions of this End User License Agreement, the German version shall prevail.**

As of 08 June 2017